

MEMORANDUM OF AGREEMENT

AMONG

**THE FEDERAL COMMUNICATIONS COMMISSION,
THE GEORGIA STATE HISTORIC PRESERVATION OFFICER,**

AND [REDACTED]

**REGARDING THE CONSTRUCTION OF A COMMUNICATIONS TOWER IN CLERMONT,
HALL COUNTY, GEORGIA**

WHEREAS, [REDACTED] (" [REDACTED] ") proposes to replace an existing 235-foot communications tower at 325 [REDACTED] Highway in Clermont, Hall County, Georgia (with coordinates of N [REDACTED] ° [REDACTED] ' [REDACTED] " and W [REDACTED] ° [REDACTED] ' [REDACTED] ") with a 375-foot lattice tower; and

WHEREAS, the Federal Communications Commission ("FCC") has determined the construction of the replacement tower is a federal undertaking; and

WHEREAS, [REDACTED], pursuant to delegation from the FCC, initiated the National Historic Preservation Act ("NHPA") Section 106 review for the site as required by the FCC rules, 47 C.F.R. § 1.1307(a)(4); and

WHEREAS, [REDACTED] has consulted with the Georgia State Historic Preservation Officer ("Georgia SHPO") pursuant to 36 C.F.R. Part 800, regulations implementing Section 106 of the NHPA, and has been invited to participate in this Memorandum of Agreement; and

WHEREAS, the FCC and the Georgia SHPO have determined the tower construction would have an adverse effect on Clermont Residential Historic District located near the proposed tower site, as shown in attachment A, which is listed in the National Register of Historic Places ("NRHP"); and

WHEREAS, the FCC and the Georgia SHPO have determined that the above-referenced historical resource is the only site listed or eligible for listing in the NRHP within the Area of Potential Effects ("APE") that would be affected by the proposed tower construction; and

WHEREAS, [REDACTED], consistent with the Commission's requirements for environmental review, has considered and evaluated a number of alternative sites for locating the proposed tower and has concluded that all of the sites considered are either unavailable for [REDACTED]'s use, are unacceptable to the community, or are unsatisfactory from a technical radio frequency perspective for the coverage needs of the communications system supported by the antennas to be located on the facility; and

WHEREAS, the SHPO recognizes that the cellular telephone tower is designed to accommodate the network operations of multiple providers of wireless communications services and additional antennas may be mounted on the tower and additional telecommunications equipment may be placed at its base; and

WHEREAS, the SHPO agrees that the mounting of additional antennas and ground-based equipment (collocation) will have no effect on historic properties as long as the collocation would not substantially increase in the size of the tower as defined in the *Nationwide Programmatic Agreement for the Collocation of Wireless Antennas* and the stipulations set forth below are met; and

WHEREAS, members of the general public and other interested parties were afforded an opportunity to participate in and comment on this proceeding through the participation of the Georgia Mountains Regional Development Commission (GMRDC), which is a non-profit organization that works with local governments and the public to balance economic growth in the Hall County and the surrounding counties and preserve the region's historic and cultural character; and

WHEREAS, local government officials of the City of Clermont approve construction of the tower at the proposed location; and

WHEREAS, the FCC has consulted with the Georgia SHPO and other consulting parties to ensure that historic properties affected by the construction of the tower are taken into account; and

WHEREAS, the Advisory Council on Historic Preservation ("Advisory Council") has declined to participate in the negotiation of this Memorandum of Agreement;

NOW THEREFORE, the FCC, the Georgia SHPO and [REDACTED] agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties, and that these measures shall constitute full, complete, and adequate mitigation under NHPA and the implementing regulations of the Advisory Council and the FCC.

STIPULATIONS

The FCC, through coordination with [REDACTED], will insure that the following are carried out:

I. SURVEY AND DOCUMENTATION

1. [REDACTED] will supply the Georgia SHPO and the Georgia Mountains Regional Development Commission with a Historic Resources Survey to encompass the City Limits of Clermont, Georgia. The Survey will be conducted and documented in accordance with *National Register Bulletin #24, Guidelines for Local Surveys* and the *Georgia Historic Resources Survey Manual* of the Historic Preservation Division ("HPD"). If discrepancies are found between the National Register Bulletin 24 and the Historic Resources Survey Manual, the latter document shall be followed to insure consistency with HPD's statewide historic resources survey.
2. The consultant or other parties carrying out the survey will meet the *Secretary of the Interior's Standards for Qualifications* or shall have demonstrable experience in surveying historic properties in Georgia. Before beginning work on the survey, the consultant or other parties shall consult with HPD's Survey Program Coordinator to review proposed work to insure that results will meet state survey standards.
3. The data collected in the field survey will be compiled electronically using HPD's survey database program (provided at no charge by HPD) and submitted to HPD for review and approval. The completed field survey will be submitted both in word-processing format and in hard copy form to HPD.
4. Stipulations 1 through 3 will be completed within two years from the effective date of this Memorandum of Agreement.

██████████ shall advise the Georgia SHPO in writing on the progress of mitigation measures outlined herein at six months and one year after the date the FCC issues a Finding of No Significant Impact or otherwise authorizes construction of the tower.

II. REMOVAL

In the event that ██████████ or its successor abandons the tower and associated facilities described herein, ██████████ or its successor shall disassemble the tower and associated facilities and notify the Georgia SHPO.

III. DISPUTE RESOLUTION

Should the Georgia SHPO object within 21 days to any plans provided for review pursuant to this Memorandum of Agreement, the FCC shall consult with the Georgia SHPO to resolve the objection. If the FCC determines that the objection cannot be resolved, the FCC shall request further comments or recommendations of the Advisory Council concerning the dispute pursuant to 36 C.F.R. Part 800. Any Advisory Council comment provided in response to such a request will be taken into account by the FCC in accordance with 36 C.F.R. Part 800 with reference only to the subject of the dispute. The FCC's responsibility to carry out all actions under this Memorandum of Agreement that are not the subject of the dispute will remain unchanged.

IV. ENFORCEMENT

Failure to carry out the terms of this Memorandum of Agreement will require that the FCC again request the comments of the Advisory Council, in accordance with 36 C.F.R. Part 800. If the terms of this Memorandum of Agreement are not implemented, the FCC shall provide the Advisory Council with the opportunity to comment on the effects and mitigation alternatives.

V. OTHER REQUIREMENTS

██████████ will file with the FCC an application and environmental assessment within fifteen days of the effective date of this Memorandum of Agreement. ██████████ will not initiate construction of the tower until the FCC has approved the environmental assessment.

Execution of this Memorandum of Agreement and implementation of its terms evidence that the FCC has afforded the Advisory Council a reasonable opportunity to comment on the proposed ██████████ telecommunications tower and that the FCC has taken into account the effects of this undertaking on historic properties. The terms of this agreement shall be carried out within two ("2") years from the date the FCC issues a Finding of No Significant Impact or otherwise authorizes construction of the tower, unless the FCC, Georgia SHPO and ██████████ agree in writing to an extension for carrying out its terms. This Memorandum of Agreement shall be effective upon notice from the FCC that all parties have agreed to and signed this Memorandum of Agreement.

FEDERAL COMMUNICATIONS COMMISSION

By: _____

Date: _____

██████████
Deputy Chief, Commercial Wireless Division
Wireless Telecommunications Bureau

GEORGIA STATE HISTORIC PRESERVATION OFFICER

By: _____

Date: _____

Mr. [REDACTED]

Deputy State Historic Preservation Officer



By: _____

Date: _____

Name: _____

Title: _____

{Note to Reader: this signatory was the tower owner.}